

Rehnquist, James C

From: Smagula, Angela Buchanan
Sent: Tuesday, November 23, 2004 9:00 AM
To: 'Singh, Sabita'
Cc: Rehnquist, James C
Subject: RE: H-D/CC

Hi Sabita,

Below is a list of the series of compromises that Jim proposed to you during the course of our November 18 meet and confer regarding Cycle-Craft's 30(b)(6) deposition. This email is to confirm that none of these compromises were acceptable to you and Harley-Davidson.

Thanks,
Angela

-->Cycle-Craft would be willing to go forward with the 30(b)(6) and reserve the topics regarding information about the other dealers.

-->Cycle-Craft won't compromise on timing but would on location--do 30(b)(6) in Milwaukee and the substantive depositions of the Harley people here. (Jim later suggested the same compromise just reversing the locations)

-->Cycle-Craft would agree to defer 30(b)(6) until scope is decided if Harley-Davidson would agree to do 30(b)(6) in Boston and then parties will do 30(b)(6) at a mutual convenient time after scope issue is decided. And also agree to do substantive depositions in Boston.

-->Cycle-Craft is willing to compromise on scope. Cycle-Craft agrees to defer the 30(b)(6) deposition for a limited period of time, work out the scope issue before hand, but the quid pro quo for that would be some method of preserving the order in which Cycle-Craft wants to have discovery (i.e. Cycle-Craft wants a live witness to answer our 30(b)(6) questions before we go ahead with substantive depositions later in the discovery process.)